IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

CHRISTY L. WILLIAMS,	§	
	§	
Plaintiff	§	
	§	
v.	§	CIVIL ACTION No. 4:15-cv-00241
	§	
TARRANT COUNTY COLLEGE	§	
DISTRICT	§	
	§	
	§	
Defendant.	§	

DEFENDANT'S ORIGINAL ANSWER

Defendant Tarrant County College District (hereinafter referred to as "**TCCD**") files its Original Answer to Plaintiff's Complaint as follows:

I.
Answer

1. With regard to the allegations in paragraph 1 of Plaintiff's Complaint, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the allegation of Plaintiff's residency and, therefore, denies same. Defendant admits that Plaintiff is a former employee of TCCD.

2. With regard to the allegations in paragraph 2 of Plaintiff's Complaint, TCCD admits that it is a political subdivision of the State of Texas. TCCD has waived the requirement that it be formally served with process, but admits that it may served with process by serving Angela Robinson, Vice Chancellor for Administration and General Counsel for Tarrant County College. TCCD admits that it is covered under the ADA and FMLA, but denies that it does not have immunity from punitive damages. TCCD denies the remaining allegations in paragraph 2 of Plaintiff's Complaint.

3. With regard to the allegations in paragraph 3 of Plaintiff's Complaint, TCCD admits that this Court has jurisdiction over federal claims asserted and supplemental jurisdiction over state law claims.

4. With regard to the allegations in paragraph 4 of Plaintiff's Complaint, TCCD admits that venue is proper in this Court.

5. With regard to the allegations in paragraph 5 of Plaintiff's Complaint, TCCD admits that Plaintiff received her right to sue letters from the EEOC and/or Texas Commission on Human Rights; However, Plaintiff refused the EEOC's invitation to participate in the mediation process and, therefore, to the extent that Plaintiff claims she fully exhausted all administrative processes provided to her by the EEOC and/or Texas Commission on Human Rights, TCCD denies such claim. Additionally, Plaintiff failed to exhaust internal administrative processes provided by TCCD and, therefore, has failed to exhaust TCCD's internal procedural prerequisites and administrative remedies available to her.

6. With regard to the allegation in paragraph 6 of Plaintiff's Complaint, TCCD admits Plaintiff began working for TCCD as an Instructional Assistant at its Northwest Campus location in Fort Worth, Texas on or about February, 2009.

7. With regard to the allegations in paragraph 7 of Plaintiff's Complaint, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the allegations alleged and, therefore, denies same.

8. With regard to the allegations in paragraph 8 of Plaintiff's Complaint, TCCD denies that Plaintiff was able to adequately perform the essential functions of her job with or without accommodation.

9. With regard to the allegations in paragraph 9 of Plaintiff's Complaint, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the allegations alleged and, therefore, denies the same.

10. With regard to the allegations in paragraph 10 of Plaintiff's Complaint, TCCD admits that Plaintiff showed her supervisor, Conrad Herrera, the bruises she had sustained in an event unrelated to TCCD. This information was unsolicited by TCCD, and it was Plaintiff who approached Conrad Herrera to show him the bruises. Conrad Herrera told Plaintiff that if she needed time off, she should talk to Human Resources about it. TCCD denies all other allegations in Paragraph 10 of Plaintiff's Complaint.

11. With regard to the allegations contained in paragraph 11 of Plaintiff's Complaint, TCCD admits that on or about November 13, 2012, Plaintiff was emotional at work and cried for some time. TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the remaining allegations in paragraph 11 of Plaintiff's Complaint and, therefore, denies same.

12. With regard to the allegations in paragraph 12 of Plaintiff's Complaint, TCCD admits that Plaintiff took some time off and provided documentation from Dr. Indukuri to Krestin White. TCCD admits that Plaintiff applied for short-term disability benefits, but denies that such benefits were necessary for the granting of time off.

13. With regard to the allegations contained in paragraph 13 of Plaintiff's Complaint, TCCD admits that on or about January 2, 2013, Dr. Indukuri approved Plaintiff's return to work. TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the remaining allegations in paragraph 13 of Plaintiff's Complaint and, therefore, denies them.

14. With regard to the allegations contained in paragraph 14 of Plaintiff's Complaint, TCCD admits that Dr. Coronado met with Plaintiff shortly after her return to work. However, Dr. Coronado does not recall at this time the content of the meeting and, therefore, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the remaining allegations in paragraph 14 of Plaintiff's Complaint and, therefore, denies them.

15. With regard to the allegations in paragraph 15 of Plaintiff's Complaint, TCCD denies that it failed to provide Plaintiff with any request for reasonable accommodations. TCCD admits that on or about January 7, 2013, Plaintiff was informed about her termination due to past performance. TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the remaining allegations in paragraph 15 of Plaintiff's Complaint and, therefore, denies them.

16. With regard to the allegations in paragraph 16 of Plaintiff's Complaint, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the allegations alleged and, therefore, denies same.

17. With regard to the allegations in paragraph 17 of Plaintiff's Complaint, TCCD incorporates its prior admissions and denials to the respective allegations.

18. With regard to the allegations in paragraph 18 of Plaintiff's Complaint, TCCD lacks knowledge or information at this time to sufficiently form a belief about the truth of the allegation that Plaintiff had a disability as defined and used in the ADA and Texas Labor Code and, therefore, denies same. TCCD admits that it was made aware of some of Plaintiff's conditions and, as a result, offered accommodations to Plaintiff. TCCD denies all remaining allegations.

19. With regard to the allegations in paragraph 19 of Plaintiff's Complaint, TCCD denies that Plaintiff was able to adequately perform the essential functions of her job with or without accommodation. TCCD admits that Platintiff requested, and was provided, reasonable accommodations. TCCD denies all other allegations in paragraph 19 of Plaintiff's Complaint.

20. TCCD denies all allegations in paragraph 20 of Plaintiff's Complaint.

21. TCCD denies all allegations in paragraph 21 of Plaintiff's Complaint.

22. TCCD denies all allegations in paragraph 22 of Plaintiff's Complaint.

23. TCCD denies all allegations in paragraph 23 of Plaintiff's Complaint.

24. With regard to the allegations in paragraph 24 of Plaintiff's Complaint, TCCD incorporates its prior admissions and denials to the respective allegations.

25. With regard to the allegations in paragraph 25 of Plaintiff's Complaint, TCCD admits that Plaintiff had taken time off work prior to her termination of employment. TCCD denies all other allegations in paragraph 25.

26. With regard to the allegations in paragraph 26 of Plaintiff's Complaint, TCCD admits that it terminated Plaintiff's employment. TCCD denies all other allegations in paragraph 26.

27. TCCD denies all allegations in paragraph 27 of Plaintiff's Complaint.

28. With regard to the allegations in paragraph 28 of Plaintiff's Complaint, this paragraph requires no response from Defendant.

29. With regard to Plaintiff's request for relief, TCCD denies that Plaintiff is entitled to any relief sought.

II.
Defenses

A. Sovereign Immunity

30. Plaintiff's claims are barred in whole or in part by the doctrine of sovereign immunity. At all times alleged in the Complaint, TCCD was and is a governmental entity. Accordingly, all or a portion of Plaintiff's claims and/or damages asserted against TCCD are barred by the common law and statutory doctrines of sovereign immunity set forth in the Texas Tort Claims Act and/or the Texas Commission on Human Rights Act ("TCHRA"). Specifically, Plaintiff's claim for punitive damages is barred by the doctrine of sovereign immunity.

B. Statute of Limitations

31. To the extent, if at all, the claims alleged in the Complaint are broader than the allegations of her charges of discrimination filed with the Texas Workforce Commission ("TWC"), such claims are untimely in that they were not contained in Plaintiff's charges of discrimination and TCCD hereby pleads such untimeliness as a bar of such claims.

32. To the extent that Plaintiff failed to timely file her claims in this lawsuit and failed to timely file her claims with the TWC, Plaintiff is barred from recovery based upon her failure to meet the limitation times.

33. Plaintiff's FMLA claims are barred by the applicable statute of limitations.

C. Failure to Exhaust Administrative Remedies

34. To the extent Plaintiff has failed to exhaust available administrative remedies with the TWC and/or EEOC, she is precluded from prosecuting this action against TCCD for discrimination and retaliation. Plaintiff refused the EEOC's invitation to participate in the mediation process and, therefore, Plaintiff has not availed herself of all remedies and processes provided by the TWC and/or EEOC. Additionally, Plaintiff failed to exhaust

internal administrative processes provided by TCCD and, therefore, failed to exhaust TCCD's internal procedural prerequisites and administrative remedies available to her.

D. Use of Available Policies and Procedures

35. TCCD's actions toward the Plaintiff have been based upon a good faith exercise of the responsibility conferred to make professional judgments regarding Plaintiff's employment and have been made without regarding to Plaintiff's alleged disability, and in a manner which was not retaliatory.

36. TCCD exercised reasonable care to prevent and promptly correct any acts alleged to constitute discriminatory behavior and retaliation by promulgating policies against discrimination and retaliation. These policies were distributed to all employees and at all times were available, both in "online" and "hard copy" versions.

E. TCCD had Legitimate Non-Pretextual Reasons for Its Employment Actions

37. Plaintiff was an employee who was expected to behave in a professional manner, but failed to do so.

38. All employment decisions made by TCCD related to Plaintiff were not made on the basis of any illegal discrimination or retaliation.

F. Business Judgment Rule

39. Plaintiff's claims are barred by the business judgment rule. TCCD has a job-related business necessity for the decisions made which form the basis of Plaintiff's claims.

G. Eleventh Amendment

38. TCCD is a political subdivision of the State of Texas. The Eleventh Amendment deprives this Court of jurisdiction and authority to award punitive damages against TCCD **H. Failure to Mitigate Damages**

39. Plaintiff has an obligation to seek comparable employment in which she can work. By failing to exercise good faith to seek comparable employment, Plaintiff has failed to mitigate her damages, if any.

I. Conditions Precedent

40. Plaintiff has not performed all conditions precedent that she was required to perform before filing suit. Plaintiff also failed to exhaust TCCD's internal administrative processes.

J. Defenses Related to Specific Complaint Allegations

41. TCCD denies that Plaintiff had a disability as defined by the ADA and/or Texas Labor Code.

42. TCCD denies that it failed to provide Plaintiff with reasonable accommodations as required by the ADA.

43. TCCD denies that it retaliated against Plaintiff because she allegedly engaged in protected activities by exercising her rights under state and federal disability protection laws.

44. TCCD denies that it retaliated against Plaintiff because she allegedly engaged in protected activities under the FMLA.

45. TCCD denies that it violated the FMLA.

46. TCCD denies that it violated the ADA and/or the Texas Labor Code.

Prayer

Based on the above, TCCD requests that all claims brought by Plaintiff be dismissed and that she take nothing. Defendant also requests that it be awarded all relief to which it may be justly entitled.

Respectfully submitted,

By: /s/ Lu Pham

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ATTORNEYS FOR DEFENDANT TARRANT COUNTY COLLEGE DISTRICT

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing instrument has been sent via electronic filing and via e-mail on the 26th day of May, 2015, to all parties at following address:

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